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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MOOG INC.,

Case No. 2:22-cv-09094-GW-MAR

Plaintiff,

*Hon. George H. Wu*

V.

SKYRYSE, INC., ROBERT ALIN  
PILKINGTON, MISOOK KIM, and  
DOES NOS. 1-50,

## **JOINT RULE 26(f) REPORT**

## Defendants.

## SKYRYSE, INC.,

## Counterclaimant,

V.

MOOG INC.,

## Counterdefendant

17 Pursuant to Federal Rule of Civil Procedure 26(f), Plaintiff and  
18 Counterdefendant Moog, Inc. (“Moog”), Defendant and Counterclaimant Skyryse,  
19 Inc. (“Skyryse”), and Defendants Robert Alin Pilkington (“Pilkington”), and Misook  
20 Kim (“Kim,” or collectively with Pilkington, the “Individual Defendants”) (Skyryse  
21 and the Individual Defendants are collectively referred to as “Defendants”) (Moog,  
22 Skyryse, and the Individual Defendants are collectively referred to as the “Parties”)  
23 respectfully submit this joint report. The Parties conducted their Rule 26(f)  
24 conference on March 24, 2023 regarding the issues addressed herein. During the  
25 telephonic meeting, counsel discussed the matters set forth in Rule 26 and this  
26 Court’s Civil Local Rules.

1       **I. NATURE AND BASIS OF CLAIMS AND DEFENSES**

2       **MOOG'S STATEMENT:**

3       Plaintiff Moog Inc. filed a Complaint against Defendants seeking damages  
 4 and injunctive relief based on causes of action for: (1) violation of the Defend  
 5 Trade Secrets Act; (2) misappropriation of trade secrets; (3) breach of fiduciary  
 6 duty and duty of loyalty; (4) aiding and abetting breach of fiduciary duty; (5)  
 7 unfair competition; (6) conspiracy; (7) breach of contract; (8) tortious interference  
 8 with prospective economic advantage; (9) unjust enrichment; and (10) imposition  
 9 of constructive trust. Moog's claims arise from the Individual Defendants taking  
 10 approximately 1.4 million files, a large volume of which comprises proprietary and  
 11 trade secret information, from Moog to use at Skyryse. Moog's claims also arise  
 12 from Skyryse's strategic plundering of Moog's proprietary and trade secret  
 13 information and raiding of Moog's software engineer team.

14       On January 30, 2023 Skyryse filed its answer and counterclaims. Moog  
 15 denies Skyryse is entitled to any relief that Skyryse seeks as a matter of law and  
 16 fact. On February 21, 2023, Moog filed a motion to dismiss all of Skyryse's  
 17 Counterclaims (Dkt. 360). On April 17, 2023, the Court issued a final ruling  
 18 granting-in-part Moog's motion to dismiss (Dkt. 439).

19       **SKYRYSE'S STATEMENT:**

20       On March 7, 2022, Plaintiff Moog filed its complaint for (1) violation of the  
 21 Defend Trade Secrets Act ("DTSA"), (2) misappropriation of trade secrets, (3)  
 22 breach of fiduciary duty and duty of loyalty (against Pilkington and Kim), (4) aiding  
 23 and abetting breach of fiduciary duty (against Pilkington), (5) unfair competition  
 24 (against Skyryse), (6) conspiracy, (7) breach of contract, (8) tortious interference  
 25 with prospective economic advantage, (9) unjust enrichment, and (10) imposition of  
 26 constructive trust in the Western District of New York.

On March 7, 2022, Moog filed a motion for a Temporary Restraining Order (“TRO”) and Preliminary Injunction (“PI”). On March 11, 2022, the parties stipulated to the preliminary relief sought by Moog in its TRO/PI Motion. The parties also stipulated to the parameters for Expedited Discovery.

On May 31, 2022, the Individual Defendants filed a motion to dismiss for failure to state a claim pursuant to Fed. R. Civ. P. 12(b)(6) (Dkt. 131). On April 12, 2023, the Court issued a tentative ruling on Individual Defendants' motion, which tentatively granted the motion as to Moog's claim for tortious interference with prospective economic advantage and unjust enrichment, and denied it as to Moog's conspiracy claim.

On December 15, 2022, the Western District of New York granted the Defendants' motions to transfer the case to the Central District of California.

On January 30, 2023 Skyryse filed its answer and counterclaims. Skyryse denies Moog is entitled to any of the relief Moog seeks. Skyryse’s answer includes certain defenses, and Skyryse asserts counterclaims for (1) breach of contract, (2) breach of the implied covenant of good faith and fair dealing, (3) breach of implied contract, (4) trade secret misappropriation pursuant to the DTSA, (5) fraud, (6) tortious interference with contractual relationship, (7) intentional interference with existing business relationships, (8) intentional interference with prospective business advantage, and (9) unfair business practices, including in violation of California Business or Professions Code § 17200 et seq. On February 21, 2023, Moog filed a motion to dismiss all of Skyryse’s Counterclaims (Dkt. 360). On April 12, 2023, the Court issued a tentative ruling denying Moog’s motion as to Skyryse’s cause of action for trade secret misappropriation, and portions of Skyryse’s fraud, unfair competition, implied covenant, and breach of contract claims, while granting the motion with leave to amend as to the remaining causes of action.

## KIM'S STATEMENT:

Moog's Complaint brings five causes of action against Ms. Kim: (1) violation of the Defend Trade Secrets Act; (2) misappropriation of trade secrets; (3) breach of fiduciary duty and duty of loyalty; (6) conspiracy; (8) tortious interference with prospective economic advantage; and (10) imposition of constructive trust. Ms. Kim and Mr. Pilkington currently have a pending Motion to Dismiss before the Court and have yet to Answer Moog's Complaint. These claims purportedly arise out of the alleged theft of information from Moog.

On April 13, 2023, the Court disclosed a tentative order dismissing with leave to amend Moog's claims for tortious interference with prospective economic advantage and unjust leave to amend. Ms. Kim will answer or otherwise respond to Moog's amended complaint and assert all applicable affirmative defenses at the appropriate time.

## PILKINGTON'S STATEMENT:

Plaintiff Moog has filed a complaint alleging the following causes of action against Mr. Pilkington: (1) violation of the Defend Trade Secrets Act; (2) misappropriation of trade secrets; (3) breach of fiduciary duty and duty of loyalty; (4) aiding and abetting breach of fiduciary duty; (5) conspiracy; (6) breach of contract; (7) tortious interference with prospective economic advantage; (8) unjust enrichment; and (9) imposition of constructive trust. These claims purportedly arise out of the alleged theft of information from Moog.

On April 13, 2023, the Court disclosed a tentative order dismissing with leave to amend Moog's claims for tortious interference with prospective economic advantage and unjust leave to amend. Mr. Pilkington will answer or otherwise respond to Moog's amended complaint and assert all applicable affirmative defenses at the appropriate time.

1           **II. DISCOVERY PLAN**

2           **A. Initial Disclosures**

3           The Parties do not believe any changes need to be made in the form or  
4           requirement for disclosures required under Rule 26(a). The Parties stipulated to  
5           serve initial disclosures on April 27, 2023.

6           **B. Subjects On Which Discovery May Be Needed**

7           **MOOG'S POSITION:**

8           Moog intends to seek discovery regarding at least the following:

- 9           1) the nature and extent of Defendants' misappropriation of Moog's  
10           trade secrets and theft, possession, and taking or use of Moog's non-  
11           public information;
- 12           2) Defendants' violations of the Court's Temporary Restraining Order  
13           (Dkt. 25) restraining ongoing taking and use of Moog's non-public  
14           information;
- 15           3) the nature and extent of Skyryse's unfair competition;
- 16           4) the nature and extent of Defendants' conspiracy to misappropriate  
17           Moog's trade secrets, including the involvement of non-parties in  
18           Defendants' conspiracy;
- 19           5) the nature and extent of Pilkington's aiding and abetting Kim's breach  
20           of fiduciary duty, and vice versa;
- 21           6) the nature and extent of Skyryse's breaches of its 2018 and 2019 Non-  
22           Disclosure Agreements with Moog;
- 23           7) the nature and extent of the Individual Defendants' breach of Moog's  
24           Employee Handbook policies and Exit Forms and other  
25           confidentiality and security rules and restrictions;
- 26           8) the nature and extent of Defendants' interference with Moog's  
27           reasonable expectation of entering into valid business relationships;

- 1 9) the nature and extent of Defendants' unjust enrichment of benefits
- 2 based on Moog's efforts and investments and to the detriment of
- 3 Moog;
- 4 10) any other facts supporting each of the counts of Moog's Complaint;
- 5 11) damages, both monetary and non-monetary, attributable to
- 6 Defendants' misconduct;
- 7 12) third-party discovery showing the nature and extent of Defendants'
- 8 misconduct, including subpoenas directed to former Moog employees
- 9 and current and former Skyryse employees;
- 10 13) facts tending to support Moog's defenses to Skyryse's Counterclaims;
- 11 14) facts tending to undermine Skyryse's Counterclaims and claims for
- 12 relief;
- 13 15) facts related to Skyryse's development, testing, and certification of its
- 14 flight control software;
- 15 16) Skyryse's solicitation and hiring of former Moog personnel;
- 16 17) documents and communications between Skyryse and Hummingbird
- 17 Aero, LLC;
- 18 18) party and third-party depositions; and
- 19 19) expert depositions.

20 Moog reserves its right to conduct discovery on additional topics as  
21 necessary.

22 **SKYRYSE'S POSITION:**

23 Skyryse's position is that each party may seek discovery related to any claim  
24 or defense asserted or raised by the pleadings, including relevant expert and third-  
25 party discovery. Specifically, Skyryse intends to seek discovery regarding at least  
26 the following:

- 1) Moog's breach of contractual obligations owed to Skyryse, including its breaches of duties of confidentiality;
- 2) Moog's misappropriation of Skyryse's trade secret technologies and business information and misuse of Skyryse's confidential information;
- 3) Moog's fraud, deceit, and bad faith over the course of its dealings with Skyryse;
- 4) Moog's interference with Skyryse's contractual relationship with Robinson Helicopter and interference with business relationships with companies including Robinson Helicopter;
- 5) Moog's unfair business practices, including interfering with Skyryse's lawful hiring of California-based employees, engaging in deceptive trade practices, and interference with Skyryse's business relationships;
- 6) Moog's alleged trade secrets and allegedly confidential information;
- 7) The extent to which Moog's alleged trade secrets and allegedly confidential information, in whole or in part, are publicly available, generally known, readily ascertainable, and have been disclosed to others;
- 8) The extent to which Moog's alleged trade secrets and allegedly confidential information do not derive independent value from their purported secrecy;
- 9) The extent to which Moog's alleged trade secrets and allegedly confidential information were not the subject of reasonable measures to maintain their purported secrecy;
- 10) The development and certification of various technologies by Moog, including automated flight technologies and related technologies developed by Moog;

- 1 11) The development of various technologies by Skyryse, including  
2 automated flight technologies and related technologies developed by  
3 Skyryse;
- 4 12) Skyryse's relationship with Moog, including, but not limited to, the  
5 negotiation of the parties' non-disclosure agreements, statements of  
6 work, purchase order, and other express and implied contracts entered  
7 into between the parties;
- 8 13) The damages suffered by Skyryse as a result of Moog's unlawful  
9 conduct;
- 10 14) The unjust enrichment enjoyed by Moog as a result of its unlawful  
11 conduct;
- 12 15) The continuing and irreparable harm caused to Skyryse by Moog's  
13 conduct;
- 14 16) Party and third-party depositions; and
- 15 17) Expert depositions.

16 Skyryse reserves its right to conduct discovery on additional topics as  
17 necessary.

18 **KIM'S POSITION:**

19 Ms. Kim intends to seek discovery regarding at least the following topics:

- 20 1) the nature of Moog's "trade secret" information allegedly  
21 misappropriated by Ms. Kim;
- 22 2) the nature of Moog's confidential information allegedly misappropriated  
23 by Ms. Kim;
- 24 3) the nature of Moog's proprietary information allegedly misappropriated  
25 by Ms. Kim;
- 26 4) facts tending to support Ms. Kim's affirmative defenses raised in an  
27 Answer to Moog's Complaint, if and when, Ms. Kim files an Answer;

- 1 5) facts surrounding Moog's claim that Ms. Kim violated the Defend Trade
- 2      Secrets Act, including any facts refuting such remedy;
- 3 6) facts surrounding Moog's claim that Ms. Kim allegedly misappropriated
- 4      trade secrets, including any facts refuting such remedy;
- 5 7) facts surrounding Moog's policies, procedures, and training regarding
- 6      Moog's alleged trade secrets and purported confidential information;
- 7 8) facts surrounding Moog's claim that Ms. Kim allegedly breached her
- 8      fiduciary duty and duty of loyalty to Moog, including any facts refuting
- 9      such remedy;
- 10 9) facts surrounding Moog's claim that Ms. Kim participated in the
- 11      conspiracy described in Moog's Complaint, including any facts refuting
- 12      such remedy;
- 13 10) facts surrounding Moog's claim that Ms. Kim allegedly tortiously
- 14      interfered with Moog's prospective economic advantage, including any
- 15      facts refuting such remedy;
- 16 11) facts surrounding Moog's request for the imposition of a constructive
- 17      trust, including any facts refuting such remedy;
- 18 12) facts surrounding the cooperation of Moog and its agents with the
- 19      Department of Justice, Federal Bureau of Investigation, and U.S.
- 20      Attorney's Office for the Central District of California
- 21 13) party and third-party depositions; and
- 22 14) expert depositions.

23 Ms. Kim reserves her right to conduct discovery on additional topics as  
24 required.

25 **PILKINGTON'S POSITION:**

26 Mr. Pilkington's position is that each party may seek discovery related to  
27 any claim or defense asserted or raised by the pleadings, including relevant expert

1 and third-party discovery. Mr. Pilkington intends to seek discovery on at least the  
2 following topics :

- 3 1) the nature of the information allegedly misappropriated by Mr. Pilkington  
4 that Moog contends is a “trade secret”;
- 5 2) the nature of Moog’s confidential information allegedly misappropriated  
6 by Mr. Pilkington;
- 7 3) the nature of Moog’s proprietary information allegedly misappropriated  
8 by Mr. Pilkington;
- 9 4) facts tending to support affirmative defenses identified in Mr.  
10 Pilkington’s answer, when and to the extent such answer is filed;
- 11 5) facts surrounding Moog’s claim that Mr. Pilkington violated the Defend  
12 Trade Secrets Act, including any facts refuting such claim;
- 13 6) facts surrounding Moog’s claim that Mr. Pilkington allegedly  
14 misappropriated trade secrets, including any facts refuting such claim;
- 15 7) facts surrounding Moog’s claim that Mr. Pilkington allegedly breached  
16 her fiduciary duty and duty of loyalty to Moog, including any facts  
17 refuting such claim;
- 18 8) facts surrounding Moog’s claim that Mr. Pilkington allegedly aided and  
19 abetted a breach of a fiduciary duty, including any facts refuting such  
20 claim;
- 21 9) facts surrounding Moog’s claim that Mr. Pilkington participated in the  
22 conspiracy described in Moog’s Complaint, including any facts refuting  
23 such claim;
- 24 10) facts surrounding Moog’s claim that Mr. Pilkington allegedly  
25 tortiously interfered with Moog’s prospective economic advantage,  
26 including any facts refuting such claim;

27  
28

- 1 11) facts surrounding Moog's request for the imposition of a constructive
- 2 trust, including any facts refuting such remedy;
- 3 12) facts surrounding the cooperation of Moog and its agents with the
- 4 Department of Justice, Federal Bureau of Investigation, and U.S.
- 5 Attorney's Office for the Central District of California
- 6 13) party and third-party depositions; and
- 7 14) expert depositions.

8 Mr. Pilkington reserves his right to conduct discovery on additional topics as  
9 required.

10 **C. Electronically Stored Information**

11 **MOOG'S POSITION:**

12 Moog and Skyryse currently have disputes regarding the form and content of  
13 an ESI Protocol to govern the production of documents and data in the case. The  
14 Parties are continuing to meet and confer but, if no resolution is reached in short  
15 order, Moog anticipates commencing a discovery conference under Magistrate  
16 Judge Rocconi's discovery procedures.

17 **SKYRYSE'S POSITION:**

18 The parties have taken steps to preserve relevant discovery, including  
19 electronically stored information ("ESI"). The parties have also been conferring  
20 regarding a protocol for the collection and production of ESI and disagree as to the  
21 specific types of ESI that should be produced in their native format. The parties may  
22 require Court intervention to the extent they cannot resolve their disputes over the  
23 collection and production of ESI.

24 **KIM'S POSITION:**

25 Moog and Ms. Kim do not currently have any disputes regarding the form  
26 and content of an ESI Protocol to govern the production of documents and data in  
27

1 this case. Should any disagreements arise, Ms. Kim will participate in a discovery  
2 conference with Moog under Magistrate Judge Rocconi's discovery procedures.  
3

4 **PILKINGTON'S POSITION:**

5 Moog and Mr. Pilkington do not currently have any disputes regarding the  
6 form and content of an ESI Protocol to govern the production of documents and  
7 data in this case. Should any disagreements arise, Mr. Pilkington will participate  
8 in a discovery conference with Moog under Magistrate Judge Rocconi's discovery  
9 procedures.

10 **D. Privilege and Protection of Trial-Preparation Materials**

11 **MOOG'S POSITION:**

12 Moog does not foresee any remaining issues regarding privilege or the  
13 protection of trial-preparation materials based on the Protective Order already  
14 entered into this case (Dkt. 89).

15 **SKYRYSE'S POSITION:**

16 Skyryse also does not foresee any remaining issues regarding privilege or  
17 the protection of trial-preparation materials based on the Protective Order already  
18 entered into this case (Dkt. 89).

19 **KIM'S POSITION:**

20 Ms. Kim asserted and continues to assert her Fifth Amendment privileges in  
21 this case as well as the parallel federal criminal investigation. Ms. Kim and Moog  
22 currently have ongoing discovery disputes regarding the production of documents  
23 and Moog's access to devices in the possession and control of discovery vendor  
24 iDiscovery Solutions ("iDS") over which Ms. Kim continues to assert her Fifth  
25 Amendment privilege. Consistent with her rights under the U.S. Constitution and  
26 applicable laws, Ms. Kim will continue to assert her Fifth Amendment privilege  
27 whenever it applies. Accordingly, Ms. Kim foresees the invocation of her Fifth  
28 Amendment privileges to be an ongoing source of contention if the criminal

1 investigation continues to run concurrent with and overlapping to this matter. The  
2 Protective Order entered in this case does not sufficiently protect Ms. Kim's  
3 interests or constitutional rights.

4 **PILKINGTON'S POSITION:**

5 Mr. Pilkington has asserted and will continue to assert his Fifth Amendment  
6 privilege in this case and the parallel federal criminal investigation to the fullest  
7 extent permitted by the U.S. Constitution and applicable law. Presently, Mr.  
8 Pilkington and Moog are engaged in a discovery disputes regarding Moog's access  
9 to devices in the possession and control of discovery vendor iDiscovery Solutions  
10 ("iDS") over which Mr. Pilkington has asserted his Fifth Amendment privilege.  
11 Mr. Pilkington anticipates further disputes will arise between the parties regarding  
12 whether and to what extent Mr. Pilkington may assert his Fifth Amendment  
13 privilege. The Protective Order entered in this case does not sufficiently protect  
14 Mr. Pilkington's interests or constitutional rights. Accordingly, Mr. Pilkington  
15 will continue to assert his Fifth Amendment privilege whenever it applies.

16 **E. Discovery Procedure and Limitations**

17 **MOOG'S POSITION:**

18 Moog proposes the below limitations or modifications on discovery imposed  
19 under the Federal Rules. Moog's proposal endeavors to provide Moog and  
20 Defendants with relatively even discovery obligations in aggregate, recognizing  
21 that Defendants will have largely overlapping, but occasionally independent,  
22 discovery needs.

23 **Interrogatories.** Moog may serve 25 collective interrogatories on  
24 Defendants. Skyryse may serve 25 interrogatories on Moog. Kim may serve 10  
25 interrogatories on Moog. Pilkington may serve 10 interrogatories on Moog.

26 **Requests for Production.** Moog may serve 100 collective requests for  
27 production on Defendants. Skyryse may serve 100 requests for production on  
28

1 Moog. Kim may serve 20 requests for production on Moog. Pilkington may serve  
2 20 requests for production on Moog.

3 **Requests for Admission.** Moog believes the default of no limit on the  
4 number of Requests for Admission under the Federal Rules of Civil Procedure  
5 should be used in this case. The present case can be dramatically streamlined at  
6 trial by the use of requests for admission, which can be used to, among other  
7 things, establish the authenticity of Moog documents in possession by Defendants.

8 **Depositions.** Moog may take 100 deposition hours for all party and non-  
9 party fact witnesses. Skyryse may take 100 deposition hours for all party and non-  
10 party fact witnesses. Kim may take 25 deposition hours for all party and non-party  
11 fact witnesses. Pilkington may take 25 deposition hours for all party and non-party  
12 fact witnesses.

13 Moog objects to the Defendants' discovery limits proposed below, which  
14 would allow for Defendants to collectively serve approximately double the  
15 discovery than Moog can. Specifically, Defendants propose serving: 90 vs 40  
16 interrogatories, 160 vs 100 requests for production, 100 vs. 50 requests for  
17 admission, and 200 vs 100 deposition hours. Defendants' defenses are largely  
18 overlapping. As this Court noted during the recent hearing on April 13, 2023,  
19 Skyryse's counsel is handling a large volume of work in this case to the benefit of  
20 the Individual Defendants. It would be unduly burdensome for Defendants to take  
21 more than double the discovery Moog is able to take.

22 **SKYRYSE'S POSITION:**

23 Skyryse proposes the below limitations or modifications on discovery  
24 imposed under the Federal Rules. Skyryse's proposal recognizes and accommodates  
25 that both Moog and Skyryse have a series of complex claims against one another  
26 and that each defendant, including individual defendants Ms. Kim and  
27 Mr. Pilkington, should be afforded sufficient opportunity to take separate discovery,

1 while certain limits are needed to avoid the potential for excessive discovery and  
2 abuse. Further, Skyryse's proposed limits are separate from and in addition to the  
3 limits on any discovery already agreed to by the parties. In addition, Moog's claim  
4 that "Skyryse's counsel is handling a large volume of work in this case to the benefit  
5 of Individual Defendants," is false and mischaracterizes the Court's statements at  
6 the April 13 hearing.

7 **Interrogatories.** Moog may serve 40 interrogatories on Defendants  
8 collectively. Skyryse may serve 40 interrogatories on Moog. Pilkington may  
9 serve 25 interrogatories on Moog. Kim may serve 25 interrogatories on Moog.

10 **Requests for Production.** Moog may serve 100 collective requests for  
11 production on Defendants. Skyryse may serve 100 requests for production on  
12 Moog. Pilkington may serve 30 requests for production on Moog. Kim may serve  
13 30 requests for production on Moog.

14 **Requests for Admission.** There are no restrictions on the number of  
15 requests for admission the parties serve for purposes of evidence authentication. As  
16 to factual topics, Moog may serve 50 requests for admission on Defendants  
17 collectively. Skyryse may serve 50 requests for admission on Moog. Pilkington  
18 may serve 25 requests for admission on Moog. Kim may serve 25 requests for  
19 admission on Moog.

20 **Depositions.** Moog may take 100 hours of depositions for all party and non-  
21 party fact witnesses. Skyryse may take 100 hours of depositions for all party and  
22 non-party fact witnesses. Pilkington may take 50 hours of depositions for all party  
23 and non-party fact witnesses. Kim may take 50 hours of depositions for all party  
24 and non-party fact witnesses.

25 **INDIVIDUAL DEFENDANTS' POSITION:**

26 Individual Defendants propose the below limitations or modifications on  
27 discovery imposed under the Federal Rules. This proposal recognizes and  
28

1 accommodates that both Moog and Skyryse have a series of complex claims against  
2 one another and that each defendant, including individual defendants Ms. Kim and  
3 Mr. Pilkington, should be afforded sufficient opportunity to take separate discovery,  
4 while certain limits are needed to avoid the potential for excessive discovery and  
5 abuse. Individual Defendants object to Moog's characterization of the Court's  
6 comments at page 17, lines 18-20, as inaccurate and irrelevant. Skyryse's counsel  
7 is not seeking discovery on Individual Defendants' behalf. Although some  
8 discovery sought by Skyryse may be relevant to Individual Defendants, Individual  
9 Defendants are named in claims that Skyryse is not and will likely assert independent  
10 and unique defenses that Skyryse may not raise. Further, these proposed limits are  
11 separate from and in addition to the limits on any discovery already agreed to by the  
12 parties.

13       **Interrogatories.** Moog may serve 40 interrogatories on Defendants  
14 collectively. Skyryse may serve 40 interrogatories on Moog. Pilkington may  
15 serve 25 interrogatories on Moog. Kim may serve 25 interrogatories on Moog.

16       **Requests for Production.** Moog may serve 100 collective requests for  
17 production on Defendants. Skyryse may serve 100 requests for production on  
18 Moog. Pilkington may serve 30 requests for production on Moog. Kim may serve  
19 30 requests for production on Moog.

20       **Requests for Admission.** There are no restrictions on the number of  
21 requests for admission the parties serve for purposes of evidence authentication. As  
22 to factual topics, Moog may serve 50 requests for admission on Defendants  
23 collectively. Skyryse may serve 50 requests for admission on Moog. Pilkington  
24 may serve 25 requests for admission on Moog. Kim may serve 25 requests for  
25 admission on Moog.

26       **Depositions.** Moog may take 100 hours of depositions for all party and non-  
27 party fact witnesses. Skyryse may take 100 hours of depositions for all party and  
28

1 non-party fact witnesses. Pilkington may take 50 hours of depositions for all party  
 2 and non-party fact witnesses. Kim may take 50 hours of depositions for all party  
 3 and non-party fact witnesses.

4 **F. Complex Case**

5 The parties agree that none of the procedures of the Manual For Complex  
 6 Litigation should be utilized.

7 **G. Proposed Case, Motion, Expert, and Trial Schedule**

8 **THE PARTIES' POSITIONS:**

9 The parties propose the Court adopt the following case schedule:

10 Event	11 Moog's Proposed 12 Deadline	13 Defendants' 14 Proposed Deadline
15 Deadline for amended 16 pleadings or joinder of 17 parties	18 October 6, 2023	19 August 15, 2023
20 Close of fact discovery	21 January 31, 2024	22 December 1, 2023
23 Expert disclosure 24 deadline	25 Disclosure of experts 26 will occur when reports 27 are served, according to 28 the below deadlines.	29 Disclosure of 30 experts will occur 31 when reports are 32 served, according to 33 the below deadlines.
34 Deadline to serve 35 opening expert reports 36 (on issues for which a 37 party bears the burden)	38 February 8, 2024	39 January 15, 2024
40 Deadline to serve 41 rebuttal expert reports 42 (on issues for which a	43 March 21, 2024	44 February 26, 2024

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	party does not bear the burden)		
Close of expert discovery	April 30, 2024	March 15, 2024	
Dispositive motion deadline	May 31, 2024	May 15, 2024	
Oppositions to dispositive motions	June 21, 2024	June 5, 2024	
Replies to dispositive motions	July 8, 2024	June 19, 2024	
Hearing on dispositive motions	July 22, 2024 or at the discretion and convenience of the court	July 1, 2024 or at the discretion and convenience of the court	
Deadline to submit motions in limine which will be heard at pre-trial conference	September 20, 2024	October 24, 2024	
Pre-trial Conference	Early October 2024	December 2024	
Trial	Late October-November 2024 or at the discretion and convenience of the Court (estimated 4 week trial)	January 2025 or at the discretion and convenience of the Court (estimated 3 week trial)	

Moog also plans to file a Supplemental Motion for a Preliminary Injunction in July or August 2023, with a hearing scheduled in October 2023, depending on the adjudication of Moog's separate and pending Motions to Enforce and for Sanctions

1 against Skyryse (Dkt. 400) and the Individual Defendants (Dkt. 432), and any  
2 compliance required afterward.  
3

4 **H. Alternative Dispute Resolution**

5 **MOOG'S POSITION:**

6 Moog believes ADR Procedure No. 3, private mediation, would be the most  
7 beneficial for the parties. Moog believes mediation may be most productive after  
8 the filing of Moog's Supplemental Motion for a Preliminary Injunction. Moog is  
9 open to considering ADR Procedure No. 2 (appointed neutral from Mediation  
Manel) prior to engaging in private mediation.

10 **SKYRYSE AND INDIVIDUAL DEFENDANTS' POSITION:**

11 Skyryse and the Individual Defendants believe ADR Procedure No. 1, a  
12 conference before the District Judge or Magistrate Judge, is the best procedure at  
13 the current junction, but will remain open to other ADR options that may become  
14 more suitable at later stages of the case.

15 **I. Additional Parties**

16 **MOOG'S POSITION:**

17 Moog is continuing to evaluate whether additional parties need to be added  
18 to this case, including, but not limited to, Hummingbird Aero LLC.

19 **SKYRYSE'S POSITION:**

20 Skyryse is continuing to evaluate whether additional parties will be added,  
21 including in connection with the adjudication of Skyryse's counterclaims.

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## **INDIVIDUAL DEFENDANTS' POSITION:**

Individual Defendants do not currently intend to add additional parties to the case.

Dated: April 17, 2023

## **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**

By: s/ Kazim A. Naqvi  
Counsel for Plaintiff and  
Counterdefendant Moog Inc.

LATHAM & WATKINS LLP

By: /s/ Gabriel S. Gross  
Counsel for Defendant and  
Counterclaimant Skyryse, Inc.

**ZWEIBACK FISET &  
ZALDUENDO LLP**

By: /s/ Scott D. Tenley  
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Counsel for Defendant Robert Alin  
Pilkington

**HALPERN MAY YBARRA &  
GELBERG LLP**

By: /s/ Grant B. Gelberg  
Grant B. Gelberg  
Counsel for Defendant Misook Kim

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## ATTESTATION

Pursuant to Civil Local Rule 5-4.3.4, I, Kazim A. Naqvi, attest that concurrence in the filing of this document has been obtained by all its signatories.

Dated: April 17, 2023

## **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**

By: /s/ Kazim A. Naqvi  
Counsel for Plaintiff and  
Counterdefendant Moog Inc.